

Panaji, 11th April, 2002 (Chaitra 21, 1924)

SERIES II No. 2

OFFICIAL GAZETTE

GOVERNMENT OF GOA



Note:- There is One Extraordinary issue to the Official Gazette, Series II, No. 1 dated 4-4-2002 as follows:-

- 1) Extraordinary dated 5-4-2002 from pages 13 to 14 regarding Notifications from Department of General Administration and Order from Department of Science, Technology & Environment.

GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

Notification

No. 3/3/NWDPRA/DWC/2002/D. Agri/238

Government is pleased to constitute two District Nodal Agencies for North and South Goa Districts as Sub-Committees of District Watershed Committee constituted vide order No. 3/3/NWDPRA/2/2001-02/D. Agri/459 dated 14-12-2001, for overall management and supervision of the National Watershed Development Projects for Rainfed Areas (NWDPRA), in the respective Districts of Goa as under:

a) North Goa District Nodal Agency

- 1) Assistant Director of Agriculture (Watershed) Directorate of Agriculture, Panaji-Goa. ... Chairman
- 2) Executive Engineer, W.D.I. Water Resources Department, Panaji-Goa. ... Member
3. Deputy Conservator of Forests, Soil Conservation Division, Ponda-Goa. ... Member
4. Deputy Director, Department of Animal Husbandry and Veterinary Services, Panaji. ... Member
- 5) Shri A. V. Madgaonkar, Representative of Gram Vikas Kendra, Savoi-Verem. ... Member
- 6) Project Director of D.R.D.A. (North) ... Member
- 7) I.C.A.R. Representative. ... Member

b) South Goa District Nodal Agency

- 1) Assistant Director of Agriculture (Watershed) Directorate of Agriculture, Panaji-Goa. ... Chairman
- 2) Executive Engineer, W.D.XI. Water Resources Department, Gogal, Margao-Goa. ... Member
3. Deputy Conservator of Forests, Soil Conservation Division, Ponda-Goa. ... Member
4. Assistant Director, Department of Animal Husbandry and Veterinary Services, Panaji. ... Member
- 5) Shri Shantanu Garud, Representative of Goa Watershed Development Society, Panaji-Goa. ... Member
- 6) Project Director of D.R.D.A. (South) ... Member
- 7) I.C.A.R. Representative. ... Member

The District Watershed Agency will meet once in a month and perform functions as follows:

- 1) Overall management and supervision of the programmes including activities like identification of eligible "Project Implementation Agencies" (P.I.As) and selection of Watersheds.
- 2) Approval of Strategic Plan of Watershed.
- 3) Co-ordinate Training activities for P.I.As, "Watershed Development Teams" (W.D.T.), Office bearers of Watershed Committees, Watershed associations, exposure visits.
- 4) Approval of standard schedule of rates for preparation of budget estimates (including preparation of New S.S.R.).
- 5) Administrative and financial approval of annual action plan.
- 6) Release of funds to P. I. As as W. Cs.

7) Convergence of other scheme of different Departments.

8) Take Vigilance action against defaulters.

9) Monitoring and evaluation of programmes.

The Assistant Director of Agriculture (Watershed), Directorate of Agriculture is appointed as Nodal Officer for both the Agencies of North and South Districts of Goa.

By order and in the name of the Governor of Goa.

W. M. Khade, Director Agriculture and Ex-Officio Joint Secretary.

Panaji, 30th March, 2002.

Department of Animal Husbandry

Directorate of Animal Husbandry & Veterinary Services

Order

No. 2/13/95-AH/Part I/2001-02/6232

On the recommendation of the Departmental Promotion Committee, Government is pleased to promote the following Veterinary Officers in the Directorate of Animal Husbandry & Veterinary Services, Panaji to the post of Assistant Director, Group 'A' Gazetted in the pay scale of Rs. 8000-13,500/- purely on ad hoc basis for a period of six months only and post them to the establishments as shown against each.

Sr. No.	Name & Designation of Officer	Place of Posting
1.	Dr. Salvador Vaz Assistant Director	Government Livestock Farm, Dhat, Mollem vice Dr. E. V. D'Costa, Assistant Director transferred.
2.	Dr. V. L. Bhaje Assistant Director	Veterinary Hospital Honda-Satari.
3.	Dr. D. R. P. Menezes Assistant Director	Veterinary Hospital Ponda.
4.	Dr. A. D. P. Verlekar Assistant Director	Cattle Breeding Farm, Copardem (vacant post).

The above appointment shall not bestow on the incumbents, any claim for regular appointment/promotion and the service rendered in the grade will not count for the purpose of seniority in the grade and/or eligibility for promotion to the next higher grade.

This order shall come into force with immediate effect.

By order and in the name of the Governor of Goa.

Dr. H. K. Malviya, Director (AH) & Ex-Officio Joint Secretary.

Panaji, 19th March, 2002.

Department of Education, Art & Culture

Directorate of Art and Culture

Order

No. DAC/1/RKM/2002/1614

Sub:- Constitution of an Ad hoc Committee in respect of "Rajiv Gandhi Kala Mandir" Ponda.

The Government of Goa, hereby constitutes an ad hoc Committee to prepare the draft bye laws/constitution for the "Rajiv Gandhi Kala Mandir" an institution, which shall be registered as a society under the Society's Registration Act of 1860 and function as an "Autonomous Body".

The ad hoc Committee after the preparation of the said bye-laws/Constitution shall submit the same to the Government for its approval and after such approval, take all possible steps to get said institution registered as a 'Society' under the said Act.

The following shall be the members of the ad hoc Committee.

1. Shri Ravi S. Naik Khadpaband, Ponda, Goa.	Chairman
2. Shri Sanjeev Dessai Khadpaband, Ponda, Goa.	Vice Chairman
3. Shri Somnath Naik Varcandem, Ponda, Goa.	Member
4. Shri Mayuresh Khaunte Khadpaband, Ponda, Goa.	Member
5. Shri Sridhar Bambolkar Bandora, Ponda, Goa.	Member
6. Shri B. K. Khandeparkar Khadpaband, Ponda, Goa.	Member
7. Shri Anthony Ferrao Sadar, Ponda, Goa.	Member
8. Shri Raja Khedekar Varcandem, Ponda, Goa.	Member
9. Shri Mahendra Khandeparkar Khandepar, Ponda, Goa.	Member
10. Smt. Kanta Parkar Ponda, Goa.	Member
11. Shri M. V. Naik, Director of Art & Culture.	Member Secretary.

By order and in the name of the Governor of Goa.

M. V. Naik, Director of Art and Culture & Ex-Officio Joint Secretary.

Panaji, 20th March, 2002.

Order

No. 15-28(3)-82-Adm.I/6901

Shri R. S. Tyagi, Principal, Government Technical High School Centre, Panaji is re-employed as Principal, Government Technical High School Centre, Panaji w.e.f. 24-12-2001 to 30-4-2002.

Shri R. S. Tyagi shall draw emoluments as per rules.

His appointment is subject to his executing of an agreement specifying the terms and conditions of his re-employment.

This Order supersedes the earlier Order No. 15-28(3)-Adm. I/6054 dated 1-1-2002.

By order and in the name of the Governor of Goa.

Gajanan L. Pernekar, Director of Education and Ex-Officio Joint Secretary.

Panaji, 26th March, 2002.

Department of Inland Waterways

Office of the Captain of Ports

Order

No. RND/Admn/774/1912

In supersession of all the previous Orders creating the various posts, Government is pleased to indicate the final sanctioned staff strength of the River Navigation Department (Head Office, Accounts & Administration) as under:

Sr. No.	Designation of the posts	Pay scale	Sanctioned strength	Remarks
1	2	3	4	5
1.	Admn-cum-Accounts Officer	7450-225-11500	1	
2.	Asst. Accounts Officer	5500-175-9000	1	
3.	Accountant	4500-125-7000	1	
4.	Head Clerk	4500-125-7000	1	
5.	Jr. Stenographer	4000-100-6000	1	
6.	U. D. C.	4000-100-6000	12	11+1 (one post to be created)
7.	L. D. C.	3050-75-3950-80-4590	7	
8.	Driver (L.M.V.)	3050-75-3950-80-4590	1	
9.	Peon	2550-55-2660-60-3200	4	
10.	Sweeper	2550-55-2660-60-3200	2	
11.	Daftary	2650-65-3300-70-4000	1	
12.	Ticket-Marker	2550-55-2660-60-3200	3	2 posts to be declared surplus out of 5 existing.
Total	A...	35	

STAFF FOR OPERATION OF FERRY SERVICE (FLOTILLA STAFF)

1.	Traffic Officer	5500-175-9000	1	
2.	Traffic Inspector	4500-125-7000	1	
3.	Inspector	4500-125-7000	6	
4.	Coxswain	4000-100-6000	75	
5.	Machinist	4000-100-6000	75	
6.	Sailors	3050-75-3950-80-4590	210	
7.	Ticket-Collectors	3050-75-3950-80-4590	25	14 posts to be declared surplus out of 39 existing.
8.	Station Lad	2550-55-2660-60-3200	6	
Total	B...	399	
Total	Of A and B	434	

By order and in the name of the Governor of Goa.

Capt. A. P. Mascarenhas, Captain of Ports/Ex-Officio Joint Secretary.

Panaji, 11th March, 2002.

Department of Labour

Order

No. 28/7/2001/LAB

The following Award dated 4-2-2002 in reference No. IT/72/94 given by the Industrial Tribunal, Panaji-Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Charles D'Souza, Joint Secretary (Labour).

Panaji, 26th February, 2002.

IN THE INDUSTRIAL TRIBUNAL

GOVERNMENT OF GOA

AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/72/94.

Shri Datta Laxman Naik,
House No. 403, Comba,
Margao-Goa.

... Workman/Party I

V/s

M/s Pandurang Timblo Industries, ... Employer/Party II
Subhas Timblo Bhavan,
Post Box No. 242,
Margao-Goa.

Workman/Party I-Represented by Shri K. V. Nadkarni.

Employer/Party II-Represented by Adv. Shri D. P. Bhise.

Panaji, dated.: 4-2-2002.

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 22-4-94 bearing No. 28-10-94-LAB referred the following dispute for adjudication by this Tribunal.

"Whether the action of the management of M/s Pandurang Timblo Industries, Margao, in retrenching the services of Shri Datta Laxman Naik, Clerk, with effect from 21-6-93, is legal and justified?

If not, to what relief the workman is entitled ?"

2. On receipt of the reference a case was registered under No. IT/72/94 and registered A/D notice was issued

to the parties. In pursuance to the said notice the parties put in their appearance. The Workman-Party I (for short, "Workman") filed his statement of claim at Exb. 1. The facts of the case in brief as pleaded by the workman are that he was employed as a Clerk with M/s Timblo Irmaos Limitada, Margao, Goa, w.e.f. 11-11-1961 in their head office at Margao and he was issued a letter of appointment dated 30-8-62. That the said company was subsequently reconstituted and a new firm was formed known as M/s Pandurang Timblo Industries i.e. the Employer/Party II herein, and the workman was absorbed without change in his service conditions and without affecting the continuity of his service. That in the year 1974 the Head Office of the Employer-Party II (for short, "Employer") formed an Union known as Goa General Offices and Establishment Staff Association and the workman became the member of the said union. That on 3-1-76 he was elected as a Treasurer and this fact was conveyed to the management by the union vide letter dated 7-11-76. That from thereafter the employer started harassing the workman in various ways and he was being pressurised to resign from the union which he refused to do and therefore he was transferred from the Head Office to Curchorem Office. That the workman challenged the transfer order and during the pendency of the adjudication another transfer order was served on him whereby from Curchorem office he was transferred to Cacora office and this order was also challenged by him. That an award was passed holding the 1st transfer order as illegal but the said award was quashed and set aside by the High Court. That after the passing of the Award and its publication the employer started harassing the workman in various ways and also issued the letter to him making various allegations. That thereafter the employer terminated his services w.e.f. 4-12-85 and on raising the dispute the same was referred to the Tribunal for adjudication which was registered as case No. IT/15/86. That the Tribunal disposed off the said reference by award dated 29-2-92 ordering reinstatement of the workman with full back wages. That during the period when his services were terminated the workman had also filed a claim application before the Labour Court for payment of certain wages and implementation of the settlements arrived at with the Union as applicable to him which was registered as case No. LCC/35/88. The judgement dated 31-7-92 passed by the Labour Court again was challenged by the employer in Writ Petition No. 470/92. That it was brought to the notice of the High Court that the award passed by the Tribunal in reference No. IT/50/86 was still not implemented by the employer thereby keeping the workman out of employment. That the High Court directed the employer to reinstate the workman before Writ Petition No. 470/92 was heard. That thereafter he went to the office of the employer and offered himself for reinstatement and showed his willingness to join the duties from 9-2-93. That on that date he produced a letter dated 9-2-93 to the employer but he was not taken on duty and his letter was also not accepted. That thereafter he received a letter dated 10-3-93 from the employer alleging that he had not reported for duty and the workman refuted the said

allegations by his reply dated 13-3-93 and also called upon the employer to let him know as to when and where he should report for duty. That he received a letter dated 15-3-93 from the employer informing him that he should report at Cacora Garage. That on being reinstated in the above circumstances the employer treated him as a person non grata and he was made to sit in the open veranda of Cacora garage and was provided with one table without drawer, and a chair and was not allotted any duties. That when the Writ Petition No. 470/92 was pending before the High Court the workman received a letter dated 21-6-93 from the employer stating that his services were retrenched w.e.f. 21-6-93 and this fact was brought to the notice of the High Court who made necessary observations in the judgement. That on receipt of the termination letter the workman immediately raised an industrial dispute before the employer by letter dated 5-7-93 and subsequently the dispute was raised also before the Labour Department. That the conciliation proceedings ended in failure and on receipt of the failure report the Government made the reference to the Tribunal for adjudication. The workman contended that termination of his service by the employer is illegal and by way of victimisation and without complying with the provisions of Sec. 25F of the Industrial Disputes Act, 1947. The workman contended that he was the Senior most member in the organisation and as such the employer ought to have complied with rule 77 of the principles of "last come first go". The workman therefore claimed that he is entitled to reinstatement in service with full back wages and continuity in service.

3. The employer filed written statement at Exb. 4. The employer admitted that the workman was transferred from head office to Curchorem office and thereafter from Curchorem office to Cacora garage. The employer denied that the workman was harassed in various ways or that pressure was brought upon him to resign from the union. The employer admitted that the workman challenged the transfer order before the Labour Court and that the Labour Court decided the dispute in favour of the workman. The employer stated that the order of the Labour Court was challenged in Writ Petition to the High Court who decided the matter in favour of the employer holding that transfer was not an act of victimisation for the act of union activities by the workman but it is a measure of administrative procedure. The employer stated that the workman was entrusted with the clerical work at Cacora garage and was asked to maintain proper records but it was found that the workman was disobeying the orders of the management and was frequently absenting/late coming to the work place and was causing disturbances to the smooth functioning of the work and therefore the management was forced to terminate his services from 4-12-85. The employer admitted that the Tribunal by award passed in IT/15/86 declared termination of service of the workman as illegal and unjustified and directed reinstatement of the workman with full back wages and that the Writ Petition filed by the employer challenging the said award was dismissed by the High Court. The employer

admitted that the workman had filed claim application No. LCC/35/88 before the Labour Court under Sec. 33-C (2) of the Industrial Disputes Act, claiming certain benefits arising out of the settlement signed by the management with the union and that the Labour Court held that the workman was entitled to the said benefits up to the date of the termination of service i.e. till 5-12-1985. The employer admitted that the Writ Petition filed by them challenging the judgment of the Labour Court in case No. LCC/35/88 was disposed of by the High Court upholding the said judgment of the Labour Court. The employer stated that the workman was reinstated by them when the High Court upheld the judgment of the Tribunal in case No. IT/15/86 and thereafter soon retrenched his services by letter dated 21-6-93 because no clerical post was available at Cacora garage. The employer stated that they had in fact abolished the clerical post held by the workman by letter dated 1-1-88 after terminating his services on 5-12-85 because no work was available at Cacora garage and thereafter the only clerical post held by Shri S. A. Sayeed was also abolished on 28-8-88 as per the head office letter dated 20-8-88 and further that said Shri Sayeed resigned by letter dated 29-8-88 due to the abolition of his post. The employer stated that the workman was paid full back wages in terms of the Award passed in IT/15/86 from the date of termination of his service till the date of his reinstatement. The employer stated that the workman was properly retrenched by complying with the provisions of Sec. 25F of the Act and also he has been paid the benefits of two settlements claimed by him in case No. LCC/35/88. The employer contended that retrenchment of the workman by letter dated 21-6-93 is legal and justified as there is no clerical post available at Cacora garage from 28-8-88. The employer denied that the workman is entitled to any relief as claimed by him. The workman thereafter filed rejoinder at Exb. 5 controverting the pleadings made by the employer in the written statement.

4. On the pleadings of the parties following issues were framed at exb. 6.

1. Whether the Workman/Party I proves that the Employer/Party II did not comply with the provisions of Sec. 25(F) of the Industrial Disputes Act, 1947 and rule 77 of the Industrial Disputes (Central) Rules 1957 and hence his termination of services by way of Retrenchment w.e.f. 21-6-93 is illegal ?
2. Whether the Workman/Party I proves that the termination of his services by the Employer/Party II is by way of victimisation ?
3. Whether the Workman/Party I proves that the Employer/Party II did not follow the principles of "Last come first go" and hence the termination of his services by way of retrenchment is illegal ?
4. Whether the Employer/Party II proves that the clerical post held by the workman was abolished by letter dated 1-1-88 as also the clerical post held by

Shri S. A. Sayeed was abolished on 28-8-88 due to no work available at Cacora garage and hence the termination is legal ?

5. Whether the action of the Employer/Party II in terminating the services of the Workman/Party I w.e.f. 21-6-93 is legal and justified ?
6. Whether the Workman/Party I is entitled to any relief ?
7. What Award ?

5. My findings on the issues are as follows:

Issue No. 1: In the negative with reference to non compliance of rule 77 of the Industrial Disputes (Central) Rules, 1957.

Issue No. 2: In the negative.

Issue No. 3: In the negative.

Issue No. 4: In the negative with reference to the workman and in the affirmative with reference to abolition of post of Shri S. A. Sayeed.

Issue No. 5: In the negative.

Issue No. 6: As per para. 18 below.

Issue No. 7: As per order below.

REASONS

6. Issue Nos. 1 & 3: These issues are taken up together because they are inter-related. Before I proceed to decide the issues, I would like to put on record that the employer was given opportunities to advance arguments in support of its case. However, inspite of the opportunities given none appeared on behalf of the employer when the case was fixed for hearing of the arguments and consequently arguments were heard only from Shri K. V. Nadkarni, representing the workman.

7. Shri Nadkarni representing the workman has raised the contention that before terminating the services of the workman no seniority list was prepared and displayed by the employer as is required under rule 77 of the Industrial Disputes (Central) Rules, 1957 nor the employer complied with the provisions of Sec. 25F of the Industrial Disputes Act, 1947. His contention is that while retrenching the services of the workman, the employer ought to have followed the principles of "last come first go" and hence the retrenchment is illegal. The defence which has been taken by the employer is that the clerical post held by the workman was abolished on 1-8-1988 and the post of clerk-storekeeper held by one Shri S. A. Sayeed was abolished on 28-8-88 and therefore there was no question of preparing and displaying the seniority list of clerks prior to retrenchment of the workman, or following the principle

of "last come first go" did not arise. Before proceeding to decide the above issues, I would like to put on record that the issue whether the employer did not comply with the provisions of Sec. 25F of the Industrial Disputes Act, 1947 shall be considered by me while deciding the issue No. 5 which is whether termination of service of the workman is legal and justified. The findings on issue No. 1 are therefore restricted to only whether there is non compliance of rule 77 of the Industrial Disputes (Central) Rules, 1957.

8. Most of the facts in this case are the admitted facts, namely that the workman was working with the employer as a clerk in their Head Office and that he was transferred to Curchorem office from the head Office and thereafter he was transferred to the Cacora garage as a clerk from the Curchorem office. It is also an admitted fact that the employer terminated the services of the workman w.e.f. 4-12-1985 and the dispute raised by the workman was referred to the Industrial Tribunal for adjudication which was registered as Reference no. IT/15/85. The Industrial Tribunal decided the dispute in favour of the workman holding the action of the employer of terminating the services of the workman as illegal and unjustified and ordered reinstatement of the workman in service with full back wages and continuity in service. The workman has produced the said Award dated 28-2-92 at Exb. W-16. The employer challenged the said Award of the Tribunal by filing Writ Petition in the High Court of Judicature at Bombay, Panaji Bench but did not succeed in the said petition as it was rejected by the Hon'ble High Court. The workman has produced the order of the Hon'ble High Court dated 4-8-1992 passed in Writ Petition No. 208/1992 at Exb. W-1 whereby the Petition challenging the Award of the Tribunal was rejected. The Latters Patent Appeal was also rejected. Thus the Award of the Tribunal dated 28-2-92 ordering reinstatement of the workman with full back wages and continuity in service became final for all purposes. It is the case of the workman as well as that of the employer that the workman was reinstated in service from 19-3-93.

9. The present dispute pertains to the termination of service of the workman w.e.f. 21-6-93. It is an admitted fact that the workman was retrenched from service with effect from 21-6-93 after he was reinstated in service from 19-3-93. The order retrenching the services of the workman has been produced at exb. W-13. The contention of the workman is that his retrenchment from service is illegal and unjustified. The workman has challenged his retrenchment mainly on the ground that no seniority list was prepared and displayed prior to retrenchment that it is by way of victimisation; that the principle of "last come first go" was not followed; and that the provisions of Sec. 25F of the Industrial Disputes Act, 1947 were not complied. The defence which has been set up by the employer is that the posts of clerk and clerk-cum-storekeeper were abolished way back in the year 1988 and therefore the question of preparing and displaying any seniority list did not arise and since the services were terminated because there was no post

of clerk at Cacora garage there was no victimisation. The employer also denied that provisions of Sec. 25F of the Industrial Disputes Act, 1947 were not complied with.

10. As regards the contention of the workman about non compliance with the rule 77 of the Industrial Disputes (Central) Rules, 1957 and not following the principle "last come first go", I do not find much substance in this contention of the workman. Rule 77 of the Industrial Disputes (Central) Rules, 1957 lays down that the employer shall maintain a list of all the workman in the particular category from which retrenchment is contemplated arranged according to seniority of their service in that category and cause a copy thereof to be pasted on a notice board in a conspicuous place in the premises of the industrial establishment at least seven days before the actual date of retrenchment. In the instant case at the time when the services of the workman was terminated he was working at the Cacora garage as the clerk. His case is that the employer ought to have prepared the seniority list amongst the clerks. The workman in his examination-in-chief made only a bare statement that the employees who were junior to him continued to be in the employment of the employer. The workman did not state as to who were the employees who were junior to him and were allowed to continue. The workman was working as a clerk and therefore he had to show who were the employees in the category of clerk that were junior to him and were allowed to continue. The workman did not give any details nor produced any evidence. From his cross-examination it appears that it is the case of the workman that besides him, one Mr. Sayeed and one Mr. Kulkarni were working as clerk in the Cacora Garage and they were junior to him and that they were retained in service but his services were retrenched. The employer has denied that above two persons were working as clerk when the service of the workman was retrenched. The workman has not produced any evidence, oral or documentary to prove that the said two persons were working as clerk when his service was retrenched. The employer has however produced documentray evidence to prove the contrary. The letter of appointment dated 31-7-75 Exb. E-1 and the settlement dated 1-2-88 Exb. E-2 proves that Mr. Kulkarni was employed with one Timblo Dry Docks Pvt. Ltd. and not with the employer. Similarly the letter of appointment dated 23rd October, 1978 Exb. E-8 shows that Mr. Sayeed was appointed as the clerk cum store keeper. Further the letter of Mr. Sayeed dated 29-8-88 produced along with the statement of account Exb. E-9 shows that by the above said letter said Mr. Sayeed resigned from service with immediate effect and he issued a receipt dated 29-8-88 mentioned in the statement of account in acknowledgement of the receipt of the amount in full and final settlement of his account. The above documents therefore clearly prove that Mr. Sayeed was not in the employment of the employer when the workman was reinstated in service on 19-3-93. The employer has thus sufficiently proved that neither Mr. Kulkarni nor Mr. Sayeed were in the employment of the employer when services of the workman were

retrenched. Infact Mr. Kulkarni was never in the employment of the employer and Mr. Sayeed was not in employment of the employer even at the time when the workman was reinstated. In view of what is discussed above there was no question of complying with rule 77 of the Industrial Disputes Act, (Central Rules) 1977 nor following the principle of "last come, first go". I, therefore answer the issue Nos. 1 & 3 in the negative, accordingly.

11. Issue No. 2: The workman has contended that termination of his service by the employer is by way of victimisation. The Bombay High Court, Goa Bench, in the case of R. R. Nagvenkar v/s Goa Agro Chemicals in Writ Petition No. 11/85 has held that whenever victimisation is alleged the same should be pleaded and particulars should be given. Same law has been laid down by the Supreme Court in the case of Bharat Iron Works v/s Bhagubhai reported in AIR 1978 SC 98. In the present case the workman has made only a bare statement in the claim statement that termination of his service is by way of retrenchment. No particulars of victimisation has been given. Also, the workman in his evidence did not make any statement regarding victimisation. Only in the cross examination of the employer's witness Shri Albano D'Souza the workman put the suggestion to the effect that his services were terminated so as to take revenge because he succeeded in the petition filed by him in the High Court against the employer. This suggestion was denied by the witness. As mentioned earlier the workman never pleaded in his statement of claim that his services were terminated so as to take revenge because he had succeeded in the petition filed by him in the High Court against the employer. I, therefore hold that the workman has failed to prove that termination of his service by the employer is by way of victimisation. In the circumstances, I answer the issue No. 2 in the negative.

12. Issue No. 4: It is the contention of the employer that the termination of service of the workman is legal because the clerical post held by him and by Mr. Sayeed was abolished. According to the employer the clerical post held by the workman was abolished on 1-8-88 and the clerical post held by Mr. Sayeed was abolished on 28-8-88 and that since no clerical post was available at Cacora garage, the services of the workman were retrenched. The employer has produced the documents namely the inter-office correspondence dated 1-1-1988 Exb. E-3 abolishing the clerical post held by the workman; the inter-office correspondence dated 20-8-88 Exb. E-7 abolishing the clerical post held by Shri S. A. Sayed; the statement of final account alongwith the resignation letter dated 29-8-88 of Mr. Sayed Exb. E-9 in support of its contention. The inter-office correspondence dated 20-8-88 Exb. E-7 and the statement of final account Exb. E-9 have been produced by the employer through its witness Shri Albano D'Souza. The workman has not disputed nor challenged the said documents. The said documents sufficiently prove that the clerical post held by Shri Sayeed was abolished by the employer on 28-8-88 and consequent upon

abolishment of the post Shri Sayeed resigned on 29-8-88 as can be seen from his resignation letter and the statement of his final account produced at Exb. E-9. I, therefore hold that the employer has succeeded in proving that the clerical post held by Shri S. A. Sayeed was abolished on 28-8-88. However, as regards abolition of the clerical post held by the workman, though the employer has produced inter-office correspondence dated 1-1-88 at Exb. E-3, no other supporting evidence has been produced by the employer. Infact it is the case of the employer themselves that in Reference case No. IT/15/86, in their written statement it was stated that the post of clerk held by the workman was abolished. The workman in his cross examination has admitted this fact. The workman has produced the Award dated 28-2-92 passed by this Tribunal in the said reference case No. IT/15/86, at Exb. W-16. In this Award this Tribunal has given the findings on the contention of the employer regarding abolition of clerical post held by the workman. In para. 24 of the Award this Tribunal has held as follows:

"..... Apart from that, had it been a fact that the termination was necessitated on account of the abolition of the clerk's post, then in the normal course of events, in the order of termination itself there would have been a clear reference to that circumstance...."

This Award of the Tribunal was challenged by the employer in Writ Petition No. 208/92 but the same was rejected by the Bombay High Court by order dated 4-8-92. The workman has produced the said order at Exb. W-1. Thus the Award dated 28-2-92 of this Tribunal became final. This Tribunal had granted the relief of reinstatement to the workman with full back wages and continuity in service. This means that this Tribunal did not agree with the contention of the employer that the post of clerk held by the workman was abolished in 1988, and by ordering reinstatement it meant that the post of clerk held by the workman existed. In the instant case the workman has produced the termination letter dated 21-6-93 at Exb. W-13 and the employer has produced Form P under rule 76, alongwith Annexure at Exb. E-12. This Form P is pertaining to the retrenchment of the service of the workman. In this Form P the category and designation of the workman is mentioned as clerk. This itself proves that as on the date when the workman was retrenched on 21-6-93 the post of clerk held by the workman was existing. Besides, as per the annexure to the Form P, the reason given for retrenchment is that no work can be given to the clerk at Cacora garage and not because the post of clerk is abolished. The termination letter Exb. W-13 also stated that the services of the workman are retrenched because no work can be given to him at Cacora garage and not because his post of clerk is abolished. In the circumstances, I hold that the employer has failed to prove that the post of clerk held by the workman was abolished on 1-8-1988 and that therefore termination of service of workman is legal. I, therefore answer the issue No. 4 accordingly.

13. Issue No. 5: The contention of the workman is that termination of his service is illegal and unjustified

because the employer did not comply with the provisions of Sec. 25F of the Industrial Disputes Act, 1947. It is an admitted fact that the services of the workman are terminated by way of retrenchment. Sec. 25F of the Act which prescribes procedure for retrenchment lays down that a person who is in continuous service for not less than one year cannot be retrenched unless he has been given one month's notice or paid wages in lieu of notice and he has been paid compensation at the rate of 15 days average wage per each completed year of continuous service or any part thereof in excess of six months. Sec. 25B(2) of the Act defines "continuous service". It states that a person shall be deemed to be in continuous service under an employer for a period of one year if the workman during the period of 12 calendar months preceding the date with reference to which calculation is to be made has actually worked under the employer for not less than 190 days in the case of a workman employed below ground in a mine and 240 days in any other case. In the instant case admittedly the workman was not employed below ground in a mine. The workman in his deposition has stated that initially he was working with M/s Timblo Irmaos Ltd., Margao-Goa from 11-11-1961 and that subsequently the said company was reconstituted and one of the constituents of the said company separated and found a new namely M/s Pandurang Timblo Industries which the employer firm in the present case and further that he was absorbed in the employer firm. He has stated that initially he was working in the Head Office and an union was formed by the staff of the Head Office in the year 1974. These statements of the workman are not challenged by the employer. Further the employer's witness Shri Albano D'Souza has himself stated that the workman was transferred from the Head Office to the Curchorem office in the year 1976 which is also the case of the workman. Therefore it is established that at least from 1974 the workman was working with the employer. It is an admitted fact that the services of the workman were terminated first time on 4-12-85 and upon raising the dispute the Tribunal ordered his reinstatement in service with full back wages and continuity in service by Award dated 28-2-92 and further that he was reinstated in service on 19-3-93 thereby implementing the Award of the Tribunal. The services of the workman were again terminated from 21-6-93 which is the subject matter of the present dispute. The workman is therefore covered by Sec. 25B(2) of the Industrial Disputes Act, 1947 and consequently the provisions of Sec. 25F of the Act are attracted to him. This position is admitted by the employer as can be seen from the statement of account Exb. W-13 colly sent by the employer to the workman alongwith termination letter dated 21-6-93. In this statement the date of joining services by the workman is mentioned as 11-11-1961 and based on this date retrenchment compensation is calculated. The contention of the employer is that they have complied with the provision of Sec. 25F of the Act. It is therefore to be seen whether the provisions of Sec. 25F of the Act are really complied with by the employer.

14. To prove that Sec. 25F is not complied with by the employer, the workman has produced the statement of account at Exb. W-13 colly which was sent to him along with the termination letter. The said statement of account shows that last drawn salary of the workman was Rs. 1,272.50p and the retrenchment compensation is calculated on 32 years of service taking the salary as Rs. 1272.50p p.m. The said statement also shows that the workman was paid one month's salary in lieu of one month's notice. The contention of the workman is that the retrenchment compensation as well as the notice pay are short paid to him. His case is that the retrenchment compensation as well as the notice pay are paid to him taking his last drawn salary as Rs. 1272.50p. when in fact he was entitled to the salary of Rs. 3158/- p.m. when his services were retrenched, as per the settlement dated 26-12-85. The services of the workman were earlier terminated w.e.f. 4-12-1985. The Tribunal by Award dated 28-2-92 Exb. W-16 held that termination of service of the workman is illegal and unjustified, and ordered reinstatement of the workman in service with full back wages and continuity in service. The Writ Petition filed by the employer challenging the Award was rejected by the Bombay High Court by order dated 4-8-92 Exb. W-1 and the Latter Patent Appeal was also rejected. Therefore since the workman was ordered to be reinstated in service with continuity in service the workman became entitled to the benefits of the settlement dated 26-12-85. The workman has relied upon the judgment of the Supreme Court in the case of Mohanlal v/s The Management of M/s Bharat Electronics Ltd., reported in 1981 Lab. IC 806. In this case the Supreme Court has held that where the termination is illegal especially where there is an ineffective order of retrenchment, there is neither termination or cessation of service and a declaration follows that the workman concerned continues to be in service with all consequential benefits. In the case of Yogita Y. Sawant v/s Amartara Rando Packing Industries (P) Ltd., reported in 1998 I CLR 339 it was the case of the workman before the Labour Court that she is entitled to be paid wages as per the rate contemplated by the settlement dated 4th March, 1981 whereas according to the employer she was not entitled to be paid wages at that rate because in 1981, during the pendency of the reinstatement, she was not in service. The Bombay High Court in para. 7 of the judgement held as follows:

"Even on merits, in present matter, the workman stood reinstated by the Award of the Industrial Tribunal. It is true that on 4th March 1981 when the settlement was arrived at, the reinstatement was pending but when the worker succeeded before the Tribunal then she was certainly entitled to claim wages and be paid wages at the rate under the settlement dated 4th March, 1981...."

15. Therefore as per judgement of the Bombay High Court when a workman succeeds before the Tribunal and he is ordered to be reinstated, the settlements arrived at subsequent to termination of his service are liable to be considered for the purpose of computation

of his wages and other benefits. More so, in the present case the workman was reinstated in service with continuity in service. Therefore, he was entitled to the benefits of the settlement arrived subsequent to termination of his service. His service was terminated on 4th December 1985 and the settlement was arrived at on 26th December and in view of his reinstatement in service with continuity in service vide Award dated 28-2-92, as per the above judgement of the Bombay High Court the workman was entitled to the wages and benefits as per the settlement dated 26-12-85. This being the case the employer ought to have paid the notice pay and retrenchment compensation to the workman on his wages based on the settlement dated 26-12-1985. The employer's witness Shri Albano D'Souza has admitted in his cross examination that the employer had received a recovery certificate from the Labour Commissioner, alongwith the statement of the amount due - Exb.W-17 colly. He also admitted that the employer had filed Writ Petition in the Bombay High Court, Panaji Bench against the recovery certificate and that the said Writ Petition was dismissed by the High Court. He also admitted that as per the statement of account Exb. W-17 colly the last drawn salary of the workman is shown as Rs. 3158/-. He further admitted that as per the final statement of account annexed to the retrenchment letter Exb. W-13 colly the retrenchment compensation, notice pay is paid to the workman on the basis that his salary was Rs. 1272.50p p. m. The recovery letter alongwith the statement of account Exb.W-17 colly, was produced by the workman in his evidence. The employer in the cross examination of the workman did not challenge or dispute this recovery letter Exb. W-17 colly nor the statement of account Exb. W-17 colly annexed to the recovery letter. The statement of account shows that there was a settlement dated 26-12-1985 signed with the employer. The workman has given the revision in his monthly wage from time to time based on the settlement dated 26-12-1985. The employer neither in the evidence of the workman nor in their evidence denied the signing or existence of the settlement dated 26-12-1985. In the course of the arguments the workman produced the xerox copy of the certified copy of the judgment dated 3rd February 1998 passed by the Bombay High Court, Panaji Bench in Writ Petition No. 80/96 and the xerox copy of the certified copy of the order dated 17th August 1990 passed by the Division Bench of the Bombay High Court, Panaji Bench in Latter Patent Appeal No. 36/1998. The judgement and the order of the Bombay High Court, Panaji Bench in the above referred Writ Petition and Latter Patent Appeal show that the employer had challenged the recovery letter/notice of the Labour Commissioner only on the ground that the Labour Commissioner had no authority to issue the notice. The employer did not dispute the correctness of the statement of account. The statement of account Exb. W-17 colly shows that the wages and other benefits of the workman stood revised from April 1985 as per the settlement dated 26-12-1985. The said statement of account shows that as per the settlement dated 26-12-1985 the workman was entitled to the wages of Rs.3158/- in the month of May 1993. The services of the

workman were retrenched on 21-6-93 which means that the last drawn wages of the workman were Rs. 3158/- p.m. and not Rs. 1272.50p p.m. as contended by the employer. Therefore the employer should have paid the notice pay and retrenchment compensation to the workman taking the monthly wages of the workman as Rs. 3158/- and not Rs. 1272.50p. It is therefore obvious that notice pay and the retrenchment compensation is short paid to the workman.

16. The question now is whether the retrenchment is illegal if the retrenchment compensation is short paid to the workman. We find answer to this question in the judgement of the Bombay High Court in the case of Managing Director, The Bombay Film Laboratory Ltd., v/s L. G. Vasule and anr. reported in 1997 I CLR 930. In this case the company had short paid the retrenchment compensation to the worker. The company had paid the retrenchment compensation to the worker calculating the daily wage by dividing the monthly rate by 30 days and not by 26 days. The worker moved the amendment application to his statement of claim seeking to put on record the fact of short payment and the reasons therefore. The company immediately on being served with the copy of amendment application made good the short fall/deficit by depositing the short amount before the Labour Court. The High Court held that the issue as to whether the daily wage of a monthly rated workman for the purpose of Sec. 25F of the Act, should be extracted by dividing the monthly rate by 30 or 26 is not a controversy which is free from doubt, and that to expect any employer, however astute, to unerringly take a correct position on a vexed question of law and modulate his conduct, would be utopian. The High Court held that the short fall was not on account of any deliberate intention on the part of the employer but on account of doubtful legal situation which has arisen on account of the judgement of the same court in the case of Trade Wings Limited v/s Prabhakar Dattaram Phodkar of Bombay & ors. reported in 1992 I CLR 480. The High Court held that in the circumstances of the case, conduct of the employer would certainly fall within the principles laid down by the same court, that is by the Bombay High Court, in the case Balmer Lawrie & Co. Ltd., v/s Waman B. More & anr. reported in 1981(42) FLR 272. The High Court held that the company had cured the deficiency at the earliest opportunity, in a bonafide manner and therefore it was a fit case for not penalising the company for having unwittingly trod on the toes of the law. In para. 9 of the Judgement referring to Balmer Lawrie's case, the High Court held as follows:

"The ratio of Balmer Lawrie (supra) would, therefore, amount to this: If there is a bonafide mistake either of fact or law, pertaining to the mandatory requirement of statute, than an employer who rectifies the mistake at the earliest available opportunity and deposits in court the amount of shortfall, would be deemed to have substantially complied with the provisions of the statute. I see no reason why the ratio in Balmer Lawrie, laid down with reference to the mandatory provisions of Sec.33(2)(b) of the Act should

not be made applicable in the case of short payment under Sec. 25F also. Both are statutory Payments; both are intended to be paid as a cushion against forced unemployment of a workman. There is thus no substantial difference in the intention of the Legislature for making such payment mandatory."

17. Therefore, the law is that if there is a bonafide mistake in computing the retrenchment compensation payable to the workman and that mistake is immediately rectified when the same is noticed by the employer or when the same is brought to their notice and the amount of shortfall is paid to the workman or is deposited in the court at the earliest available opportunity, it would be deemed that the employer has substantially complied with the provisions of Sec. 25F of the Act, otherwise it has to be held that there is breach of the said provision. In the present case the workman had made the statement in the claim statement that the notice pay and the retrenchment compensation paid to him was short paid. He had stated that he was entitled to the benefits of the settlements. Further the employer's witness Shri Albano D'Souza has admitted in his cross examination that the employer had received the recovery certificate/letter alongwith the statement of account Exb. W-17 colly. He has further admitted that as per the said statement of account the last drawn salary of the workman is shown as Rs. 3158/-. The recovery letter Exb. W-17 colly is signed by the Labour Commissioner and it is dated 19-9-94. The statement of account annexed to the said letter shows that the amount claimed by the workman from April 1985 was based on the settlement dated 26-12-1985. Therefore the employer was aware that the monthly wages claimed by the workman was as per the settlement dated 26-12-1985 and the last wage of workman was shown as Rs. 3158/-. The employer did not deny that there was settlement dated 26-12-1985. Therefore the employer ought to have immediately paid to the workman the amount of the short fall or deposited the same in this Tribunal. The employer however did not do so and on the contrary took the stand that the retrenchment compensation was properly paid to the workman. The employer did not take care to explain as to on what basis the monthly wage of the workman was taken as Rs. 1272.50p for the purpose of notice pay and retrenchment compensation. In view of what is discussed above, I hold that the employer has failed to comply with the provisions of Sec.25F of the Industrial Disputes Act, 1947. It is well settled that if the provisions of Sec. 25F of the Act are not complied with, the retrenchment order becomes illegal and inoperative. The Supreme Court in the case of M/s Avon Services Production Agency Pvt. Ltd., v/s Industrial Tribunal, Hariyana & ors. reported in AIR 1979 SC 170 has held that giving notice and payment of compensation is condition precedent in the case of retrenchment and failure to comply with the provision prescribing the conditions precedent for valid retrenchment in Sec.25F renders the order of termination invalid and inoperative. In the case of Gammon India Ltd., v/s Niranjan Das reported in (1984) 1 SCC 509 the Supreme Court has held that in the absence of compliance with the pre-

requisites of Sec. 25F the retrenchment bringing about termination would be void ab-initio. In the present case the notice pay and the retrenchment compensation is short paid to the workman and the employer has not made good the said mistake. Therefore there is breach of Sec. 25F of the Industrial Disputes Act, 1947 and hence I hold that the retrenchment is illegal and unjustified. I, therefore answer the issue No. 5 in the negative.

18. Issue No. 6: Once it is held that the retrenchment is illegal and unjustified, the question that follows is what is the relief that is to be granted to the workman. The normal rule is that in such an event the workman should be reinstated in service with full back wages, unless there are reasons which do not warrant reinstatement or full back wages. In the present case the employer's witness Shri Albano D'Souza stated in his examination in chief that the retirement age of the employees working at Cacora garage is 58 years. This statement of the witness is neither disputed nor denied in his cross examination. Therefore the workman who was working at Cacora garage would have retired on attaining the age 58 years. Shri Nadkarni, representing the workman submitted in the course of his arguments that the workman was born on 13-7-38. He fairly conceded that the workman would have retired in 13-7-96 as on that date he would have been of the age 58 years. Therefore, the question of ordering reinstatement of the workman in service does not arise. In these circumstances the only relief which can be granted to the workman is that of full back wages with all consequential benefits from the date of retrenchment of his service till the date when he would have retired. In the circumstances, I hold that the workman is entitled to full back wages and consequential benefits from the date of retrenchment of his services till the date when he would have retired from service that is, for the period from 21-6-93 to 13-7-96. However, the amount toward notice pay and retrenchment compensation if paid to the workman as per the letter of retrenchment dated 21-6-93, the same is liable to be adjusted from the amount payable to the workman.

Hence, I pass the following order.

ORDER

It is hereby held that the action of the management of M/s Pandurang Timblo Industries, Margao, in retrenching the services of the workman Shri Datta Laxman Naik, Clerk, with effect from 21-6-93, is not legal and justified. M/s Pandurang Timblo Industries, Margao, shall pay to the workman Shri Datta Laxman Naik, his full back wages and consequential benefits from the date of retrenchment of his service till the date when he would have retired from service, that is, for the period from 21-6-93 to 13-7-96. However, the amount towards notice pay and retrenchment compensation if paid to the workman as per the letter of retrenchment dated 21-6-93, shall be adjusted from the amount payable to the workman.

No order as to costs. Inform the Government according.

Sd/-

(Ajit J. Agni)
Presiding Officer
Industrial Tribunal.

Department of Panchayati Raj and Community Development

Directorate of Panchayats

Order

No. 19/31/DP/PAN/97/Vol. II/5334

Whereas in terms of sub-rule (1) of rule 62 of the Goa Panchayat and Zilla Panchayat (Election Procedure) Rules, 1996 (hereinafter referred to as the said "rules"), if a person is elected to more than one seat in a Panchayat, he shall choose any ward/seat which he shall serve;

And whereas Shri Agnelo D'Silva, r/o Per-Seraulim, Salcete has been declared as elected from Ward Nos. VI and VII of Seraulim Village Panchayat in the General Elections held on 20-01-2002;

And whereas, as required by said sub-rule (1) of rule 62 of the Rules, said Shri Agnelo D'Silva vide his notice dated 25-01-2002 has chosen to serve Ward No. VI of the said Panchayat as a member thereof;

Now, therefore, in pursuance of sub-rule (3) of rule 62 of the Rules, it is hereby declared that Shri Agnelo D'Silva, r/o Seraulim is deemed to have been elected from Ward No. VI of the Seraulim Village Panchayat and the vacancy arisen in respect of Ward No. VII shall be filled by election.

P. M. Borkar, Director of Panchayats.

Panaji, 28th March, 2002.

No. 19/31/DP/PAN/97/Vol. II/5335

Whereas in terms of sub-rule (1) of rule 62 of the Goa Panchayat and Zilla Panchayat (Election Procedure) Rules, 1996 (hereinafter referred to as the said "rules"), if a person is elected to more than one seat in a Panchayat, he shall choose any ward/seat which he shall serve;

And whereas Shri Wilfred Joao D'Sa, r/o Nuvem, Salcete has been declared as elected from Ward Nos. IV and VI of Nuvem Village Panchayat in the General Elections held on 20-01-2002;

And whereas, as required by said sub-rule (1) of rule 62 of the Rules, said Shri Wilfred Joao D'Sa vide his

notice dated 29-01-2002 has chosen to serve Ward No. IV of the said Panchayat as a member thereof;

Now, therefore, in pursuance of sub-rule (3) of rule 62 of the Rules, it is hereby declared that Shri Wilfred Joao D'Sa, r/o Nuvem, is deemed to have been elected from Ward No. IV of the Nuvem Village Panchayat and the vacancy arisen in respect of Ward No. VI shall be filled by election.

P. M. Borkar, Director of Panchayats.

Panaji, 28th March, 2002.

No. 19/31/DP/PAN/97/Vol. II/5336

Whereas in terms of sub-rule (1) of rule 62 of the Goa Panchayat and Zilla Panchayat (Election Procedure) Rules, 1996 (hereinafter referred to as the said "rules"), if a person is elected to more than one seat in a Panchayat, he shall choose any ward/seat which he shall serve;

And whereas Shri Mahesh Dhond, r/o Tivim, Bardez Goa has been declared as elected from Ward Nos. II and IV of Tivim Village Panchayat in the General Elections held on 20-01-2002;

And whereas, as required by said sub-rule (1) of rule 62 of the Rules, said Shri Mahesh Dhond vide his notice dated 29-1-2002 has chosen to serve Ward No. IV of the said Panchayat as a member thereof;

Now, therefore, in pursuance of sub-rule (3) of rule 62 of the Rules, it is hereby declared that Shri Mahesh Dhond, r/o Tivim, Bardez is deemed to have been elected from Ward No. IV and the vacancy arisen in respect of Ward No. II shall be filled by election.

P. M. Borkar, Director of Panchayats.

Panaji, 28th March, 2002.

No. 19/31/DP/PAN/97/Vol. II/5337

Whereas in terms of sub-rule (1) of rule 62 of the Goa Panchayat and Zilla Panchayat (Election Procedure) Rules, 1996 (hereinafter referred to as the said "rules"), if a person is elected to more than one seat in a Panchayat, he shall choose any ward/seat which he shall serve;

And whereas Smt. Jenita J. Henriques, r/o Rodrigueswada, Siolim, Bardez has been declared as elected from Ward Nos. II and III of Siolim-Sodiem Village Panchayat in the General Election held on 20-01-2002;

And whereas, as required by said sub-rule (1) of rule 62 of the Rules, said Smt. Jenita J. Henriques, vide her

notice dated 29-1-2002 has chosen to serve Ward No. III of the said Panchayat as a member thereof;

Now, therefore, in pursuance of sub-rule (3) of rule 62 of the Rules, it is hereby declared that Smt. Jenita J. Henriques, r/o Rodrigueswada, Siolim is deemed to have been elected from Ward No. III of the Siolim-Sodiem Village Panchayat and the vacancy arisen in respect of Ward No. II shall be filled by election.

P. M. Borkar, Director of Panchayats.

Panaji, 28th March, 2002.

Department of Revenue

Notification

No. 22/32/2001-RD

Whereas by Government Notification No. 22/32/2001-RD dated 16-8-2001 published on pages 363 to 364 of Series II, No. 22 of the Official Gazette, dated 30-8-2001 and in two newspapers (1) The Navhind Times dated 24-8-2001 and (2) Pudari dated 27-8-2001 it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification (hereinafter referred to as the said land) was needed for the public purpose viz. Land Acquisition for construction of Telephone Exchange Building at Moira, Bardez, Goa.

And whereas, the Government of Goa (hereinafter referred to as "the Government") being of the opinion that the acquisition of the said land is urgently necessary, hereby applies the provisions of sub-section (1) and sub-section (4) of section 17 of the said Act and directs that the Collector appointed under paragraph 2 below, shall, at any time, on the expiry of fifteen days from the date of the publication of the notice relating to the said land under sub-section (1) of section 9 of the said Act, take possession of the said land.

Now, therefore, the Government hereby declares, under the provisions of section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also hereby appoints, under clause (c) of section 3 of the said Act, The Deputy Collector & S.D.O., Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the Deputy Collector & S.D.O., Panaji till the award is made under section 11.

SCHEDULE

(Description of the said land)

Taluka: Bardez		Village: Moira
Survey No./ /Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
9/6 part	O: Comunidade of Moira.	1290
Boundaries:		
	North : S. No. 9/6.	
	South : S. No. 9/3.	
	East : S. No. 9/6.	
	West : S. No. 9/2, 3.	
		Total : 1290

By order and in the name of the Governor of Goa.

Sanjiv M. Gadkar, Under Secretary (Revenue).

Panaji, 30th March, 2002.

Notification

No. 22/33/2001-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. for construction of road at Zorint leading to Laxman Naik house at Sancoale.

Now, therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said the Act, the Dy. Collector (L.A.), Collectorate, South Goa District, Margao to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government also authorises under sub-section (2) of section 4 of the said Act, the following Officers to do the Acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao.
2. The Deputy Collector (L.A.), Collectorate, South Goa District, Margao.
3. The Block Development Officer, Mormugao, Vasco-da-Gama.
4. The Director of Settlement & Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Dy. Collector (L.A.), Collectorate, South Goa District, Margao for a period of 30 days from the date of publication of this notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Mormugao		Village: Sancoale
Survey No./ /Sub Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
219/1	1. Antonio Gama.	75
219/2	1. Govt. of India. (Ministry of Surface & Transport) Not Promulgated.	600
219/6	1. Gangashara Lalchand Chopra.	700
217/1	1. Cleto Rodrigues. 2. Franklin Rodrigues. 3. Caurito Rodrigues. 4. Filip Rodrigues. 5. Emerciano Rodrigues. 6. Joaquim Rodrigues. 7. Gamaria Roadrigues. 8. Roberto Rodrigues. 9. Nazareth Rodrigues. 10. Bazilio Rodrigues. 11. Valeriano Rodrigues.	750
217/2	1. Pandurang Raiturcar.	750
217/3	1. Antonio Inacinho Rodrigues. 2. Martinho Francisco Filip Rodrigues. 3. Inacinho Rodrigues. 4. Jose Maria Rodrigues.	500
217/4	1. Cleto Rodrigues. 2. Franklin Rodrigues. 3. Filipe Rodrigues. 4. Emerciano Rodrigues. 5. Joaquim Rodrigues. 6. Gamaria Rodrigues. 7. Caurito Rodrigues.	400

1	2	3
	8. Roberto Rodrigues. 9. Nazareth Rodrigues. 10. Bazilio Rodrigues. 11. Valeriano Rodrigues.	
194	1. Anand Vishnu Naik.	650
Boundaries:		
North : Road.		
South : S. No. 194.		
East : S. No. 219/1, 2, S. No. 217/1 to 4.		
West : Nala.		
		Total : 4,425

By order and in the name of the Governor of Goa.

Sanjiv M. Gadkar, Under Secretary (Revenue).

Panaji, 30th March, 2002.

Notification

No. 22/49/2001-RD

Whereas by Government Notification No. 22/49/2001-RD dated 15-10-2001 published on pages 472 & 473 of Series II, No. 30 of the Official Gazette, dated 25-10-2001 and in two newspapers (1) Sunaprant dated 15-10-2001 (2) Gomantak Times dated 18-10-2001 it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. L.A. for development of Govt. Village School Playground at Sarzora, Chinchinim.

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of section 5A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to "the said land").

Now, therefore, the Government hereby declares, under section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints, under clause (c) of section 3 of the said Act, the Deputy Collector (L.A.) Collectorate of South Goa, Margao to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said Deputy Collector (L.A.) Collectorate of

South Goa, Margao till the award is made under section 11.

SCHEDULE

(Description of the said land)

Taluka: Salcete		Village: Sarzora
Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Appx. area in sq. mts.
1	2	3
137/1 part	: Martino Menezes. T: Terezinha Dias. Leonara Furtado.	175
137/2 part	Comunidade. T: Lepociona Vaz. Brigido Mascarenhas.	2525
137/3 part	Comunidade. T: Preciose Mascarenhas. Antonio Francisco e Piedade Fernandes.	65
137/4 part	Comunidade. T: Rosa Dias.	68
137/5 part	Comunidade. T: Eselvina Dias.	60
137/6 part	Comunidade. T: C. Fernandes.	50
137/7 part	Comunidade. T: Mateus P. Mascarenhas.	525
137/8 part	Comunidade. T: Marceline Furtado.	4050
137/16 part	Comunidade. T: Alexino Gama.	1310
137/17 part	Comunidade. T: Vincente B. Mascarenhas. Santano Fernandes.	1680
137/18 part	Comunidade. T: Vincente B. Mascarenhas.	967
137/19 part	Cominidade. T: Santano Fernandes.	926
137/20 part	Comunidade. T: Ednato Menezes.	3410
137/21 part	: Comunidade. T: Eduardo Menezes.	3340
Boundaries:		
North : S. No. 137/1, 2, 3, 4, 5, 6.		
South : S. No. 137/16, 17, 18, 19, 20, 21.		
East : Road.		
West : S. No. 137/1 & 15.		
		Total : 19151

By order and in the name of the Governor of Goa.

Sanjiv M. Gadkar, Under Secretary (Revenue).

Panaji, 30th March, 2002.

Notification

No. 22/5/2002-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is needed for public purpose viz. for construction of road leading to Maruti Gad in survey No. 4/4 of Cacora in ward No. X of Curchorem, Cacora Municipal Council.

And whereas in the opinion of the Government the provisions of sub-section (1) of section 17 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") are applicable.

Now, therefore, the Government hereby notifies, under sub-section (1) of section 4 of the said Act, that the said land is needed for the purpose specified above.

The Government further directs under sub-section (4) of section 17 of the said Act that the provisions of section 5A of the said Act shall not apply in respect of the said land.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act the Dy. Collector & S.D.O., Quepem-Goa to perform the functions of a Collector, South Goa District, Margao under the said Act in respect of the said land.

5. The Government also authorises under sub-section (2) of section 4 of the said Act, the following Officers to do the Acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao.
2. The Dy. Collector & S.D.O., Quepem.
3. The Chief Officer, Curchorem, Cacora Municipal Council.
4. The Director of Settlement & Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Dy. Collector & S.D.O., Quepem for a period of 30 days from the date of publication of this notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Quepem		Village: Cacora
Survey No./ Sub Div. No.	Name of the person believed to be interested	Approx. area in sq. mts.
1	2	3

4/4 part	O: Ambrosso Nicolaus Dantas.	250.00
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Boundaries:

North : Survey No. 4/4.
South : Road & Survey No. 4/9.
East : Road.
West : Survey No. 1/2.

Total : 250

By order and in the name of the Governor of Goa.

Sanjiv M. Gadkar, Under Secretary (Revenue).

Panaji, 30th March, 2002.

Notification

No. 22/7/2002-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is needed for public purpose viz. for construction of Ravindra Bhavan at Fatorda, Margao.

And whereas in the opinion of the Government the provisions of sub-section (1) of section 17 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") are applicable.

Now, therefore, the Government hereby notifies, under sub-section (1) of section 4 of the said Act, that the said land is needed for the purpose specified above.

The Government further directs under sub-section (4) of section 17 of the said Act that the provisions of section 5A of the said Act shall not apply in respect of the said land.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Deputy Collector (L.A.), Margao to perform the functions of a Collector, South Goa District, Margao under the said Act in respect of the said land.

5. The Government also authorises under sub-section (2) of section 4 of the said Act, the following Officers to do the Acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao.
2. The Dy. Collector (L.A.), Collectorate, South Goa District, Margao.
3. The Director of Art & Culture, Panaji.
4. The Director of Settlement & Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Deputy Collector (L.A.), Margao for a period of 30 days from the date of publication of this notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Salcete		Village: Margao City
Survey No./ Sub Div. No.	Names of the person believed to be interested	Approx. area in sq. mts.
1	2	3

P.T.S. No. 138

6 part H: Comunidade de Margao.	
6/3 part T: Pedro Vaz.	40
6/4 part T: Pedro Vaz.	50
6/5 part T: Santano Fernandes.	60
6/6 part T: Pedro Fernandes.	60
6/7 part T: Joaquim Minguel.	55
6/8 part T: Santano Fernandes.	40
6/9 part T: Santano Fernandes.	35
6/10 part T: Protima Prabhakar Naik.	40
6/11 part T: Custodio Dias.	45

P.T.S. No. 137

1 part H: Comunidade de Margao.	
1/1 part T: Sacramento Costa.	130
1/2 part T: Joaquim Noronha.	45
1/3 part T: Sacramento Costa.	35
1/4 part T: Flexidade Alfonso.	65
1/5 part T: Vency Fernandes.	65
1/6 part T: Pascual.	135

1	2	3
1/7 part T: Vency Fernandes.		115
1/8 part T: Dumingo Soares.		65
1/9 part T: Angelina.		40
P.T.S. No. 137 part		
2/2 part T: Joaquim Vincent Rebello.		60
P.T.S. No. 137		
3/3 part T: - - -		700
P.T.S. No. 137		
5/5 part T: Prazer Pinto.		606
P.T.S. No. 138		
9/9 part T: Bazilio Pinto.		490
P.T.S. No. 138		
10/10 part T: - - -		400

Boundaries:

North : Road.
South : Road.
East : 138/6.
West : 138/3.

Total : 3376

By order and in the name of the Governor of Goa.

Sanjiv M. Gadkar, Under Secretary (Revenue).

Panaji, 30th March, 2002.

Department of Urban Development

Directorate of Municipal Administration

Notification

No. 10/361/2001-DMA/39

Ref- 1) Notification No. 10/361/2001-DMA/386 dated 1-6-2001.

2) Notification No. 10/361/2001-DMA/1909 dated 3-1-2002.

Subject:- Constitution of the Committee for drafting unified Building Bye-laws and Zoning Regulations.

The term of the Committee constituted by the Government vide Notifications referred at Sr. No. 1 above, is hereby further extended upto 30-4-2002. The Committee shall submit its report by the aforesaid date.

By order and in the name of the Governor of Goa.

Jayshree Raghuraman, Secretary (UD).

Panaji, 3rd April, 2002.